

# The Solicitors Journal.

LONDON, SEPTEMBER 12, 1885.

CURRENT TOPICS.

THE VACATION work continues to be heavy, the Chief Clerk in Vacation having already made upwards of 130 orders since the 12th of August, and the number increases from week to week. The orders made in court number, up to the present time, nearly 200.

THERE WILL BE NO more Vacation sittings in court until Tuesday next, the 22nd inst., when Mr. Justice MATHEW is expected to preside. The same learned judge will also sit in chambers in the Queen's Bench Division on Monday and Wednesday in next week, and on the latter day he will hear bankruptcy matters. The hours of sitting on Tuesday will be 10.30 at chambers, and 11 o'clock in court.

IT HAS FREQUENTLY been remarked that suitors who appear in person, especially when that appearance takes place in court, cause considerable inconvenience to a judge by reason of their ignorance of legal practice and procedure, and the assistance they require in consequence of that ignorance. Mr. Justice SMITH has had before him, while presiding during this Vacation over the transaction of Chancery business, more than one case of this description, and has afforded to the otherwise unassisted suitor such assistance in conducting his case as was needed, and in doing so has taken the part of those whom he considered oppressed. In one of these cases, *James v. James*, which was heard on the 3rd of September, the defendant, the executrix of her husband's will, had not proved the will, under which she was entitled to some benefit, but the executor who had proved the will sought to deprive her of possession of the property, which was her only means of living. The judge ordered the case to stand over for her to prove the will, so as to give her an equal right of possession with the executor. In another case, *Upmann v. Currie*, heard on the 8th inst., a defendant had imported some cigars for his own smoking which turned out to be marked with a forged brand in imitation of that of the plaintiffs. The plaintiffs asked for an injunction to restrain the sale of the cigars, but the judge caused the defendant to be sworn, and on his making the facts clear, and offering to destroy the boxes in which the cigars had been imported, dismissed the application without costs, refusing to follow the decision of Mr. Justice CHITTY recently made in a precisely similar case. The learned judge has also shown himself careful of the liberty of the subject, and in one case released a defaulting trustee after a month's imprisonment upon it being made clear that retaining him in prison would most certainly not enable him to make good the loss occasioned by his default. In no single instance has he given leave to issue an attachment without, at the same time, postponing the enforcement of the writ. These instances serve to demonstrate that Chancery judges have not a monopoly of knowledge of equitable doctrines, and that a judge of the Queen's Bench Division may preside with efficiency in a Chancery court.

THE FIRST STAGE of the impending political campaign has commenced in the registration courts, and several difficult questions have already occupied the attention of the revising barristers, who have in some instances reserved their decisions until the end of the revision. The sub-division of the large boroughs and divisions, each returning one member, has given rise to a novel question with reference to the validity of objections. The names of certain electors for the one of the Divisions of Southwark were objected to by an elector for another Division of the same borough, and it was urged that the objections were invalid, and that they must be signed by a voter for the actual constituency for which the votes were claimed. The 6 & 7 Vict. c. 18, s. 17, enacted that "any person

whose name shall have been inserted in any list of voters for any city or borough may object to any other person as not having been entitled . . . to have his name inserted in any list of voters for the same city or borough." The Redistribution of Seats Act of this year makes no new provision as to objections to votes in divided boroughs; but section 10 permits a qualification for successive occupation in different divisions of a divided borough, and section 15 treats the separate divisions of a divided borough as one borough for the purpose of the disqualification of agents, clerks, and messengers, while by section 13 the returning officer of the borough is made the returning officer for each division, and "for all purposes of and incidental to the registration of a parliamentary borough divided into divisions . . . all the divisions shall be deemed to form the same parliamentary borough." There seems therefore to be no doubt that all the divisions ought to be taken to be "the same borough for the purpose of objections to votes.

IN ONE OF THE SUBURBAN DIVISIONS OF ESSEX MUCH TROUBLE HAS BEEN CAUSED THROUGH THE OVERSEERS OF A POPULOUS PARISH HAVING PRINTED AGAINST THE NAME OF ALL THE PERSONS CLAIMING TO VOTE AS OCCUPIERS THE WORDS, "OBJECTION TO," NO GROUNDS OF OBJECTION BEING SPECIFIED, AND NO NOTICE OF THE OBJECTION HAVING BEEN SERVED UPON THE CLAIMANTS. WE ARE GLAD TO OBSERVE THAT THIS COURSE OF PROCEEDING, WHICH THE PARISH AUTHORITIES SOUGHT TO JUSTIFY BY THE ALLEGATION THAT THEY HAD NOT HAD SUFFICIENT TIME TO INQUIRE INTO ALL THE CLAIMS, WAS STRONGLY CONDEMNED BY THE REVISING BARRISTER, WHO CHALLENGED THE OVERSEERS TO POINT TO ANY STATUTORY JUSTIFICATION IN THE CASE OF PERSONS CLAIMING AS OCCUPIERS. THE PARLIAMENTARY REGISTRATION ACT, 1843 (6 & 7 VICT. C. 18), S. 5, ENABLED THE OVERSEERS TO WRITE THE WORD "OBJECTION" BEFORE THE NAME OF ANY PERSON WHO SHOULD HAVE CLAIMED TO BE REGISTERED AS A COUNTY VOTER UNDER EITHER OF THE EXISTING FRANCHISES, IF THEY HAD REASONABLE CAUSE TO BELIEVE THAT HE WAS NOT ENTITLED TO BE SO REGISTERED; BUT THAT SECTION HAD NOT BEEN EXTENDED TO THE PRESENT HOUSEHOLD FRANCHISE. THE OVERSEERS HAD ALSO POWER, UNDER SECTION 22 OF THE PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. C. 26), TO ADD IN THE MARGIN OF THE LIST OF LODGERS' CLAIMS THE WORDS "OBJECTION TO," BUT ONLY "IF THEY HAVE REASONABLE CAUSE TO BELIEVE THAT ANY PERSON WHOSE NAME IS ENTERED ON THE LIST IS NOT ENTITLED TO BE REGISTERED." BOTH THESE ENACTMENTS ARE NOW APPLICABLE TO COUNTIES, BUT THE ONLY AUTHORITY TO OVERSEERS TO ADOPT A GENERAL FORM OF OBJECTION TO BE FOUND IN THE REGISTRATION ACT, 1885 (48 & 49 VICT. C. 15), IS THAT CONTAINED IN THE 11TH SECTION, WHICH REQUIRES THE OVERSEERS TO ADD THE WORD "OBJECTION" BEFORE THE NAME OF ANY PERSON ENTITLED TO BE REGISTERED AS A FIFTY POUNDS RENTAL VOTER WHERE SUCH NAME WAS PREVIOUSLY ON THE LIST OF OWNERSHIP VOTERS. IT WAS, OF COURSE, IMPOSSIBLE TO IGNORE THE ABSENCE FROM ANY OF THE REGISTRATION ACTS OF ANY AUTHORITY TO THE OVERSEERS TO MAKE A GENERAL OBJECTION TO OCCUPATION CLAIMANTS; AND IN THE RESULT ALL THE NAMES WERE ALLOWED TO REMAIN ON THE OCCUPIERS' LIST, IN THE ABSENCE OF ANYTHING WHICH WOULD RENDER THE CLAIMS BAD UPON THE FACE OF THEM.

"A SUBSCRIBER," in a letter which we print in another column, draws our attention to a case which, we fear, is by no means an uncommon one, where a broker who has been employed to find a purchaser for a ship has found himself deprived of his expected commission, on the pretext that the sale, although the purchasers first heard of the ship being in the market through the medium of the broker, was ultimately carried out through another agent. The question, whether the agent actually brought about the relation of buyer and seller between his principal and the other party to the contract, is, in many cases, a convenient test of the agent's right to his commission, but it may become inapplicable to cases where the principal has afterwards obtained the assistance of a second agent to conclude the contract; and it would seem that there is no rule universally

applicable to such transactions, but that the question must always be determined according to the particular circumstances of each case. We gather from our correspondent's statement that the contract was made in very general terms, but it would seem that both the purchasers of the ship in Japan and their agents in England derived their knowledge of its being for sale from the broker's correspondent in Japan. Moreover, the broker's authority does not appear to have been revoked by the vendor, but it was only the purchaser's agents who refused to deal with him; and we are, therefore, at a loss to understand how the defence to the claim for commission can have been substantiated. The question of a broker's right to commission on a sale has, in the absence of evidence of usage, been generally treated as a pure question of fact, and the cases throw no light on the point, so far as regards the establishment of a general rule. We can only suggest that brokers and other agents employed to find purchasers for chattels should protect themselves by an express stipulation defining the stage of negotiation at which the commission is to become payable. A letter or memorandum to this effect, signed by the principal, would bind the latter unless and until he revoked his authority to the broker.

**THE TOLLEMACHE** bankruptcy case, the proceedings in which extended over more than forty years, has led to several decisions by the Court of Appeal with reference to the evidence required upon proof in bankruptcy of a judgment debt. In *Ex parte Revell* (1) (33 W. R. 288, L. R. 13 Q. B. 720), the judgment was obtained in 1842, but no proof was tendered till 1883, eleven years after the bankrupt's death, when certain assets had become available for redistribution. The original creditor had also died, and the only evidence as to the nature of the debt was founded upon the information and belief of his personal representative and other deponents. The Court of Appeal, following the rule laid down by Lord Justice JAMES in *Ex parte Kibble* (L. R. 10 Ch. 373), held that the judgment was not conclusive, but that the court had jurisdiction to inquire into the consideration for the debt. Lord Justice BAGGALLAY, however, remarked that the judgment was, *prima facie*, binding, but that inquiry should be made wherever, as in the case of an exceptional delay in tendering the proof, the circumstances of the case were suspicious. Another question raised upon the appeal was as to the admissibility in evidence of an admission of the debt in the bankrupt's statement of his affairs; but the court held that the admission was neither a declaration in the course of duty, nor an admission against the bankrupt's interest. The same question came before the Court of Appeal in *Ex parte Edwards* (L. R. 14 Q. B. D. 415), upon an application for leave to appeal to the House of Lords against the judgment just referred to. The question as to the admissibility of the bankrupt's statement as to the debt was further and more fully discussed, but the Master of the Rolls laid down that a declaration by the deceased bankrupt could not become admissible, as being against his interest, merely because, at some future time, in consequence of the receipt of unexpected assets, there might be a surplus left for his estate after all the creditors had been paid. In *Ex parte Revell* (2) (33 W. R. 289, L. R. 13 Q. B. D. 727), there was no evidence of the debt other than the judgment which was recovered in 1842, after the act of bankruptcy, the original creditor having died in 1849. A question arose as to the burden of proof, and the Court of Appeal held that, under the 165th section of the Bankruptcy Act, 1849 (12 & 13 Vict. c. 106), it was for the creditor to show that, when the debt was incurred, he had had no notice of the act of bankruptcy. *Ex parte Bonham* (33 W. R. 628, L. R. 14 Q. B. D. 604) was another case where the judgment had been recovered after the act of bankruptcy. There was no evidence of the debt other than the judgment, and the court held that the proof must be rejected. In *Ex parte Anderson* (L. R. 14 Q. B. D. 606), the Court of Appeal, following *Ex parte Revell* (1), held that the judgment was *prima facie* evidence of the debt, but was not conclusive, and that, if the circumstances were suspicious, the court ought to impose on the claimant the burden of proving consideration for the judgment. In the last named case another question arose as to the proper mode of proving the judgment, which had been obtained forty-five years previously, and it was held that this could be done by the production of a certified copy of an extract from the entry-book of judg-

ments of the Court of Queen's Bench, when the judgment was recovered.

**THE CASE OF Bridger v. Savage** (33 W. R. 891, L. R. 15 Q. B. D. 363) raised a question which has several times given rise to discussion, as to the rights of principal and agent in respect of a contract for the making of bets on commission. The plaintiff, who had employed the defendant to make bets in his name, sued to recover money received for him by the latter in respect of bets which had been won and paid by the losers. The defendant relied upon the Games and Wagers Act, 1845 (8 & 9 Vict. c. 109), section 18 of which enacts that "no suit shall be brought or maintained in any court of law or equity for recovering any sum of money or valuable thing alleged to have been won upon any wager." In *Read v. Anderson* (32 W. R. 950, L. R. 13 Q. B. D. 779) the action was brought by the betting agent against his principal for reimbursement of bets which had been lost, and the majority of the judges of the Court of Appeal held that, since the non-payment of the bets would have caused loss and inconvenience to the plaintiff, the defendant's authority became irrevocable as soon as the bets were made, and he was not exempted from liability to reimburse the plaintiff; but in *Bridger v. Savage* it was urged by the defendant's counsel that the defendant was protected by the 8 & 9 Vict. c. 109, s. 18, because the sum sued for was "alleged to have been won upon a wager." The Court of Appeal, however, affirmed the judgment of Lord COLERIDGE, who had tried the action without a jury, and held that the statute did not apply to the case. The Master of the Rolls pointed out that the betting transaction was at an end when the losers paid the money to the defendant, and that the present claim was simply for money had and received. Many authorities had established the position that there is a distinction between an action to enforce a wagering contract and an action for recovery of money had and received in respect of such a contract. Mr. Baron POLLOCK had laid down in *Beeston v. Beeston* (24 W. R. 96, L. R. 1 Ex. D. 13) that the statute applied only to actions by one party to a wager against the other, or by either party against the stakeholder, and Mr. Baron AMPHLETT in the same case had expressed a doubt as to the correctness of the decision of Vice-Chancellor STUART in *Beyer v. Adams* (26 L. J. Ch. 841), which was the only authority in the plaintiff's favour. Lord Justice BOWEN also said that the rights of the principal were "not affected by the infirmity of the collateral transaction between the agent and the person with whom he made the bet," the latter having waived his right to dispute the legality of his contract. All the judges, therefore, concurred in overruling *Beyer v. Adams*. The distinction between suing to recover a wager and suing an agent for money received in respect of a wager has for many years been well recognised, and it was not to be expected that the court would allow a betting agent to take advantage of his own wrong by alleging against his employer the illegality of his contract.

In the Lord Mayor's Court last week, before the Common Serjeant (Sir W. T. Charley, Q.C.) and a jury, a case was tried (*Johnson v. Evans*) in which a point as to costs was raised and decided. The action was brought for £19 2s. 6d., £18 being on a promissory note, 1s. 6d. for noting, and £1 1s. solicitor's charges. The note was given as security for the payment of two quarters' rent, and when it was dishonoured the action was begun. Shortly afterward a third party paid £18, so that the balance was £1 2s. 6d. The parties were agreed upon the facts, but the difficulty arose in consequence of a contention as to the payment of costs. Mr. Bonsor, for the defendant, argued that under the rules of the court the judge had no discretion with regard to costs, which could not be allowed to the plaintiff. He would consent to a verdict for the plaintiff for £1 2s. 6d. without costs. Mr. Wallis, for the plaintiff, submitted that the judge of the court had, under the rules of the court, discretion as to costs. The verdict should really be entered as for £19 2s. 6d., giving credit for £18. The costs would then be taxed upon the larger amount, and no question as to discretion would arise. It would be laying down a dangerous precedent if parties were allowed to defend actions up to the last moment, and then by third parties paying the money prevent plaintiffs from recovering their costs. Mr. Bonsor pointed out that there was no known case in which the discretion of the presiding judge had been exercised. The Common Serjeant said he would consult with the Assistant Judge, who was in the building, and who was well acquainted with the point under consideration. Subsequently the Common Serjeant said that he had decided to exercise his discretion in this matter, and so allowed the plaintiff his costs on the Lord Mayor's Court scale. A verdict was accordingly entered for the plaintiff for £1 2s. 6d., costs being allowed.

## "REVERSION" AND "REMAINDER" UNDER THE PRESCRIPTION ACT.

ALTHOUGH the distinction between a "reversion" and a "remainder" is well understood by English lawyers, the confusion between, or indiscriminate use of, the two words has given rise at times to some difficulty, especially in connection with the interpretation of statutes. On two occasions within the last four years the question of the proper definition of the word "reversion" as used in the Prescription Act (2 & 3 Will. 4, c. 71), and whether it includes a remainder, has occupied the attention of the judges. It will be remembered that the 2nd section of the Act confers an "absolute and indefeasible" right to (*inter alia*) the use of a way, where it has been enjoyed without interruption for forty years, unless it was "enjoyed by some consent or agreement expressly given or made for that purpose by deed or writing." Then the 8th section provides that, "when any land . . . upon, over, or from which any such way . . . shall have been, or shall be, enjoyed or derived, hath been, or shall be, held under or by virtue of any term of life, or any term of years exceeding three years from the granting thereof, the time of enjoyment of any such way . . . during the continuance of such term shall be excluded in the computation of the said period of forty years, in case the claim shall, within three years next after the end or sooner determination of such term be resisted by any person entitled to any reversion expectant upon the determination thereof."

In *Laird v. Briggs* (29 W. R. 197, L. R. 16 Ch. D. 440), within three years after the determination of a life estate, a tenant at will to the reversioner had taken proceedings against the claimant of an easement by prescription over the land, and Mr. Justice Fry held that an easement had not been created, since the period of the tenancy for life must be excluded from the computation of the term of forty years under the Prescription Act. He appears to have assumed that a remaindeman was within the 8th section, and that the plaintiff was none the less entitled to a reversion, although his estate was only an estate at will. This decision was reversed on appeal (L. R. 19 Ch. D. 22), upon grounds independent of the language of the Prescription Act, and it became unnecessary to decide the question whether the plaintiff was within the 8th section; but two of the judges made some observations on the latter point. The late Master of the Rolls expressly guarded himself against the supposition that he accepted the views of Mr. Justice Fry on this subject, and he observed that the whole of the Act was "of a strictly technical character from beginning to end." The "nature of the rights defined, and the nature of the rights given," were "all technical," and *prima facie* technical words must, in the absence of a contrary intention to be discovered in the context, receive a technical construction. A reversion in law was not a remainder, the difference being that "the reversion is what is left, and the remainder is that which is created by the grant, after the existing possession." There was nothing in the context of the section which justified a change in the interpretation of the word "reversion"; and the phrase "such term" appeared to refer to the foregoing words, "any term of life or any term of years." Lord Justice Cotton abstained from any definite expression of opinion upon the question, but he observed that "it will be well worthy of consideration, when the point comes to be judicially decided, whether the term 'reversion,' having regard to the fact that the section applies only where land is held for terms of lives or terms of years exceeding three years, is not to be considered . . . in the strict sense of a reversion expectant upon the grant of the terms mentioned."

The recent action of *Symons v. Leaker* (33 W. R. 875) was brought in the Newton Abbott County Court for damages and for an injunction to restrain trespass by the defendants over the plaintiffs' land, the defendants justifying the trespass by a plea of a right of way. In 1828 the owner of the land, which comprised both the servient and the dominant tenement, conveyed the former, upon his son's marriage, to trustees for the use of his son for life, remainder to the use of his son's wife for life, remainder to the use of the issue of the marriage. The female plaintiff was the only child of this marriage, and she succeeded to the property upon her father's death in 1883. The owner of the lands, by his will, devised the dominant tenement to another son, with remainders over, and the latter property was now in the occupation

of the defendants. The jury found that the defendants and their predecessors had used the way for sixty years, but that the evidence did not show whether such use was by licence or as a matter of right, and the county court judge gave judgment for the plaintiffs, holding that, under the 8th section of the Prescription Act, the enjoyment of the way from 1828 till 1883 could not be included in the computation of the prescriptive period, because the servient tenement was, during that period, vested in a tenant for life, and the claim had been resisted, within three years after the determination of each tenancy for life, by the person entitled to the reversion. On appeal, by special case, against this decision, it was argued by the defendants' counsel that the word "reversion" in the Act was used in a strictly technical sense, and could not include a "remainder," and that, while the two phrases might possibly be taken to be used interchangeably in construing a deed, technical phrases in an Act of Parliament must be interpreted in their strictest legal sense. The respondents' counsel relied almost exclusively upon the judgment of Mr. Justice Fry in *Laird v. Briggs*, and upon a statement in "Sheppard's Touchstone" (Preston's Edition, I, p. 249) that "a reversion may be granted by the name of remainder, or a remainder by the name of a reversion, and such grant is good," as showing that the Legislature had not contemplated the exclusion of a remaindeman from the benefit of the 8th section of the Act.

The Divisional Court reversed the county court judge's decision, although they gave leave to appeal. Mr. Justice Field referred to the *dictum* of Lord Redesdale in *Jesson v. Wright* (2 Bligh, 56), that "it is dangerous, where words have a fixed legal effect, to suffer them to be controlled without some clear expression or necessary implication." A reversion differed from a remainder, not only in respect of the manner of its creation, but also because the reversionary interest co-existed with the particular estate, whereas the remainder did not come into existence till the termination of the tenancy for life, and the observations made by the judges of the Court of Appeal in *Laird v. Briggs*, although unnecessary for the decision which was then arrived at, were strong authorities in favour of a strict construction of the words of the Act. "Reversion" had a fixed and well-known meaning, and no adequate reason had been shown for construing it in such a way as to include a remainder. Mr. Justice Manisty, in concurring, added that it would have been easy for the Legislature to use the words "reversion or remainder," and that the experienced lawyers who drafted the statute must have intentionally omitted the latter word. He also referred to a *dictum* of Lord Wesleydale in *Only v. Gardiner* (4 M. & W. 500), that the effect of the 8th section of the Act was "to extend the period of continuous enjoyment which is necessary to give a right by so long a time as the land is out on lease, subject to the condition therein mentioned," as leading to the conclusion that the word "reversion" was used in its strictest and most technical sense.

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

#### JOINT STOCK COMPANY WORK.

THERE is much in the law of England to-day which is traceable in principle to very early times, though here and there it may have been twisted and turned, or even almost entirely re-cast, to meet the varying requirements of advancing times and fashions. There is, however, some law which is entirely the creation of modern needs, and the most prominent instance of this is that which pertains to the joint stock company. Had any solicitor who practised fifty years ago in London or any large provincial town had presented to his mental vision the vast network of limited liability companies, the enterprises (and, in some cases, the visionary schemes) of which now penetrates from commercial centres into almost every corner of the world, the revelation would have been little less astonishing to him than the electric light or the telephone. But each generation of lawyers must play its part in the conditions of the times in which it exists, and, in this day, the joint stock company offers a very important field of labour to the solicitor whose lines have fallen in

any of our great cities, while even the country solicitor, properly so called, cannot altogether turn his back upon it, and confess absolute ignorance of its legal incidents.

The first reflection which the mention of this company work suggests to the mind is a very serious warning-note. It is a branch of business in which a solicitor needs to walk most circumspectly if he values his good name and an easy conscience. There are some companies as to which it may be said that the solicitor's work connected with them is free of all embarrassment, except such as may arise from difficulties of draftsmanship or proceeding. There are many others in which the legal requirements called for are altogether secondary in importance to the necessity of displaying vigilance in steering clear of personal contamination and moral responsibility as a consenting party to shams and misrepresentations. The question of morals involved here is one that is often insidiously concealed or slurred over. The solicitor who is drawn into participation in acts of which his better judgment disapproves does not generally have naked questions of right and wrong thrust before him to choose between. Bogus shares, misleading prospectuses, and preposterous purchases are wrapped up from the moral view in coverings of specious words, solemn resolutions, and rose-coloured valuations, and it is only when the mischief is done and shareholders are ruined that the real nature of the proceeding forces itself into view.

We are not, of course, suggesting anything so absurd as that a solicitor who prepares a memorandum and articles of association, or a contract for sale of a property to a limited company, is necessarily involved in responsibility, moral or legal, for what may happen afterwards. So long as his functions are strictly confined to legal work, and nothing calling for condemnation as being actually improper—and not merely as being what he may personally consider foolish or extravagant—is brought to his attention, the solicitor can wash his hands of all consequences. The sun rises on the just and on the unjust, and it is no part of the solicitor's business to be perpetually proclaiming from the housetop that he is not as other men, nor could the business of life proceed if he occupied much time in making that announcement to the passers-by. It is when the solicitor ceases to act within his proper sphere and plays the rôle of jackal to company promoters that he degrades his profession, lowers his standard of morality, and becomes a pest to society.

In practical illustration of our meaning we will review a few of the acts which appear to us to cross the line. We purposely take only such as are capable of plausible defence, and may so beguile the inexperienced solicitor, because we are not concerned to demonstrate that it is wrong to swindle or deliberately misrepresent facts.

A solicitor is often asked to prepare or settle a prospectus. Except in so far as it is necessary or is desired to state in it facts which turn upon documents or events within his personal knowledge, or he is furnished with materials and his task is limited to putting them into shape and order, he should unhesitatingly decline to comply with this request. He may, with perfect propriety, advise as to any given prospectus or part of it, in what circumstances it might or might not involve the promoters or directors in personal responsibility, but the moment he applies his inventive faculties to garnish the document on the faith of which subscriptions are invited, and leaves hard facts behind him, he begins to assume a part which is, on personal grounds, highly dangerous, and, on professional grounds, highly improper.

Short of preparing a prospectus is another step on the solicitor's part which should not be taken unadvisedly and as a matter of course—to permit his name to appear on it. It is difficult to say what amount of representation or inducement this can fairly be said to convey, but certain it is that many people are influenced as to their opinion of a company favourably, or the reverse, by the name of the solicitor. And even conceding this to be a matter of sentiment, rather than of reasonable inference, it seems clear, at least, that no solicitor should allow his name to figure in a prospectus unless he has verified the facts asserted in it so far as they admit of that process, and generally satisfied himself that it contains no inaccurate or misleading statements, and that the venture is a sound one so far as can reasonably be judged. And on the "*Noscitur a sociis*" principle, it is wise for the solicitor to ascertain exactly in whose company he will be before consenting to his own name being sent forth to the public.

A solicitor, again, is often asked to take shares in a company for which he is acting, and to induce clients to do likewise. From one point of view it is his own look-out whether he takes the shares in a company himself or not. But from another point of view it is undesirable in the interests of others that he should do so. He becomes liable in such a case to merge the solicitor in the shareholder, to give his mind rather to questions of commercial policy and dividend-making than to guiding the company as clients in matters of law. He may be influenced unconsciously by personal feelings into losing the impartiality and coolness of judgment which should govern

advice given and acts done in the interests of all the shareholders. Of the act of inducing other people to take shares in a company, it may be truly said that it is about as rash a step as the solicitor can take, and many a practitioner has learnt this to his cost. To begin with, it is extremely rare for the solicitor to possess sufficient knowledge of the commercial aspect of any venture to entitle him to form any opinion worth having as to its prospects; and if he relies on the statements and belief of others he will surely sooner or later find out that men, especially when engaged in floating a company, are apt to take over-sanguine views. We remember hearing a solicitor of great experience say that had he himself invested in all the ventures recommended to him by astute men of business, really desirous of doing him what they believed to be a good turn, he should certainly have lost money on the whole. But it may be said that the solicitor need not necessarily commit himself in bringing a company before clients or friends—that he can guard himself from all assumption of personal knowledge or responsibility by this sort of formula:—"I am acting for this company. A. and B., who are very good men, swear by it as a first-rate thing. I don't know anything about it of my personal knowledge, but if you like to have a look at it here is the prospectus. Please understand that I don't wish to persuade you to go into it." The answer to this is simple. No matter how the advice is fenced in, the man who ventures his money in a company and loses it will ever afterwards identify with the loss the person who was instrumental to his making the fatal investment, and will put against him a black mark proportionate to the severity of his loss or his resentment at having been, as he considers, taken in. We remember an instance in which a firm of solicitors who had most innocently, as to any intention of harm, induced several clients to invest in a company, so keenly appreciated the truth of this reflection, that they embarked several thousands of their own money in a vain attempt to avert a crash, rather than incur the odium of leading their friends into disaster and looking on unconcerned at the collapse of the investment.

Once again, it is common thing for a solicitor who is brought into a company enterprize at the stage of its formation to find himself representing a number of divergent interests. The vendors of a property or business, the syndicate (a hateful word) who buy it, and the company who ultimately purchase it at an immense increase in price from the syndicate, and throw about paid-up shares as if they were orders for the theatre in September, may all radiate towards him, and he may be expected to carry out these several transactions. Such a position calls for the utmost care and discrimination on his part, and it may become his plain duty to decline to reconcile opposing interests to the extent required of him, and to insist on some of the parties interested having independent advice and assistance. It is far better for him to lose a few pounds, even if they would be extremely welcome to the exchequer, than to run a risk of having his good name assailed and acquire, perhaps deservedly, the reputation of being a pliant instrument in the hands of company-mongers. And putting aside higher considerations, the solicitor may be sure of this, that if he acts for persons having all sorts of conflicting interests in a company transaction, and any of them have cause to regret their bargain afterwards, he will receive a lion's share of any aspersions and accusations that may be flying about, and have imputed to him many things that he did not even dream of.

One word of caution may usefully be directed to an essentially personal point. It happens at times that a company is hatched between a number of persons. A. first thinks of it, B. and C. are taken into his counsels, D. joins in, E. hears of it and is much interested, F. contemplates throwing himself into it, and so on. They all repair, jointly and severally, to a solicitor originally consulted, perhaps, by A. The solicitor prepares documents, advises, and incurs, perhaps, considerable expense out of pocket. Sometimes he sees or receives a communication from one, sometimes from another. If all goes well, he may be paid for his trouble liberally out of funds of the company. If it does not, he may find that everybody concerned was under the impression that somebody else was going to pay the solicitor. At the best he may have to obtain payment by contributions of unwilling fractions; at the worst he may have to go without payment altogether, or be under the necessity of taking extreme and highly objectionable measures. Such a result is traceable in most cases to a want of moral courage in the beginning. It is utterly false delicacy to refrain from ascertaining clearly, where there is a probability that loose ideas and divided responsibility may prevail, who is to be held accountable for professional services. And not only is it most desirable in the solicitor's interests to have a distinct understanding on this point, but it is in the vast majority of cases a benefit to the client to be brought face to face beforehand with obligations into which he may otherwise be drifting unaware, and to be given an opportunity of making common cause with others in providing the means of defraying expenses incurred for the common benefit. Nothing is more usual in such a case than for the client to turn round and, with some justice, complain of not having had such an opportunity afforded to him.

## CORRESPONDENCE.

## BROKER'S RIGHT TO COMMISSION ON SALE OF A SHIP.

[To the Editor of the *Solicitors' Journal*.]

Sir.—A shipbroker in London was retained by a firm of shipowners to find a purchaser for one of their steamers. Particulars and plans of the vessel were sent by the broker to his correspondent in Japan, who laid them before a new steamship company, supplying all necessary information, including the names of the London broker, the ship, and its builders.

A mission was sent to Europe by the company to purchase vessels on their behalf, but, after its departure, negotiations were continued between the company and the broker's correspondent, and the former, liking the plans of the vessel, at length authorised the London broker to communicate to the owners their intention of instructing the mission to inspect it immediately on their arrival in England. He accordingly wrote to the owners to that effect, for the first time introducing to their notice the name of the company, and they (the owners), on the following day, accepted the introduction.

About a fortnight afterwards the mission arrived in England, but upon the broker presenting himself to them and mentioning the authority he had received from the company to do so, they declined to have anything to do with him, and ultimately purchased the same steamer through other agents.

The owners have refused to pay the broker his commission, contending that a broker, to be entitled to the same, must show that he brought about the relation of buyer and seller, and that, therefore, unless it could be shown that the company in Japan communicated to the mission the information supplied by the broker to them, or that he gave the mission such particulars as enabled them to purchase the vessel, he cannot recover his commission.

But the points on which I should like to have the opinion of your journal are these:—First, when a broker, with the authority of the vendors, has put a steamer before purchasers, and, with their authority, has introduced them to the vendors, which introduction has been accepted, can the vendors as an act of caprice throw their broker over, and, on the sale of the steamer, legally refuse to pay him his commission? Is not the door closed against a second broker who may subsequently introduce the same purchasers? Secondly, the company, as in this case, having declined to purchase the steamer in question or any other steamer through the broker (which, no doubt, they were quite at liberty to do), can their doing so alter his position in relation to his principals, who had authorised him to find them a buyer?

If either of the above questions be answered in the affirmative, then it seems to me that there is little or no protection for brokers; for, as happened in this case, protracted negotiations at a great distance, and involving considerable expense, may take place, and, at the eleventh hour, the broker may be deprived of the fruits of his labour, although he has done all that he was required to do. Again, if the owner's contention is correct, what is there to prevent vendor, purchaser, and second broker from combining to defy the original broker to prove that any introduction or information he may have given led to the sale, and thus defrauding him of his commission?

The case has already been the subject of considerable litigation, resulting unfavourably to the broker, and is creating a strong movement amongst shipbrokers, and as there is some prospect of its being carried to the House of Lords, this must be my apology for troubling you at such length.

September 3.

A SUBSCRIBER.

## CASES OF THE WEEK.

## CASES BEFORE THE VACATION JUDGE.

JURISDICTION—BUILDING SOCIETY—WINDING UP—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 4.—In the case of *The Neath Permanent Benefit Building Society*, before Smith, J., on the 3rd inst., sitting as Vacation Judge, a petition was presented by Mary Walters to wind up the society. The counsel for the society took the preliminary objection that the court had no jurisdiction; but that the petitioner should have made her application in the county court of the district in which the chief office or place of meeting for the business of the society was situate, as provided by section 4 of the Building Societies Act, 1874. Smith, J., said that he had no jurisdiction to hear the petition, nor to transfer it to the county court. The proceedings were irregular, and the petition must be dismissed, with costs.—COUNSEL, C. W. Chitty; Marten, Q.C.

PRACTICE—ATTACHMENT—AFFIDAVITS—SERVICE OF COPIES WITH NOTICE OF MOTION—RULES OF COURT, 1883, ORD. 52, n. 4.—In the case of *Wadham v. Lempiere*, before Smith, J., on the 3rd inst., a motion was made on behalf of the plaintiff, to commit the defendants, who were builders, for non-compli-

ance with an order of the 19th of June, 1885, made by Bacon, V.C., by which they were restrained from continuing to raise a building on the site of Nos. 42 and 43, Park-lane, opposite the plaintiff's house. The motion was founded on evidence by affidavits, and no copies of the affidavits intended to be used had been served on the defendants with the notice of motion. Ord. 52, r. 4, of the Rules of Court, 1883, requires this to be done. Smith, J., declined to allow the plaintiff to re-serve the notice of motion with affidavits in the vacation. He said that when a person went for an attachment, he must have his tackle all right; in a case involving the liberty of the subject, the rules must be strictly observed. The motion would stand till the October Sittings, the plaintiff to have liberty to re-serve the notice of motion with affidavits so as to come within the rule, the plaintiff to pay the costs of the day.—COUNSEL, Marten, Q.C., and Crawley; Millar, Q.C., and Davenport. SOLICITORS, H. F. Kite; Campbell & Co.

COMPANY—WINDING UP—RENT—DISTRESS.—In the case of *The Clayton Mills Manufacturing Company (Limited)*, before Smith, J., on the 3rd inst., the question arose as to the right of Mr. W. Hopwood, the owner of the Brunswick Mills, Blackburn, to distrain for £1,261, alleged to be due from the liquidator in respect of occupation of the premises for a year under a lease, and as to the liquidator's right to sell chattels belonging to the company on the premises. A petition was presented on the 4th of May, 1885, to wind up the company, and the order was made on the 16th of May, Joshua Rawlinson being appointed liquidator. An agreement was entered into between the landlord and the liquidator that the latter should carry on the business, so as to use up the raw material, and it was agreed that every month a whole year's rent should become due in advance, and recoverable at any time under the lease, the agreement to be without prejudice to the rights of the parties. The liquidator worked the mills till the 4th of June, using up the raw material, and selling manufactured goods for £708. The landlord then entered and worked the machinery till the 1st of September, the liquidator leaving property of the company upon the premises. The question was, first, whether the landlord had a right under the agreement to recover the rent by distress; secondly, whether the occupation of the liquidator from the 4th of May to the 4th of June, and from the 4th of June to the 1st of September, was an occupation for his own benefit, so that rent would have to be paid in full, or for the joint benefit of himself and the landlord, so that the landlord could not distrain, but could only prove for his debt like any other creditor. In re Oak Pits Colliery Company (21 Ch. D. 322), and In re National Arms Ammunition Company (23 Ch. D. 474) were referred to. The chattels had been sold, and the money was in court. No question arose as to the £708 realised for the manufactured goods. Smith, J., said that this was an application by the owner of certain cotton mills for leave to distrain for rent accrued due under a lease. The petition to wind up the company was presented on the 4th of May, and the rights of the parties had to be determined as from that date. The landlord was not entitled to distrain for rent in arrear before the 4th; what, then, were his rights after that date? If the liquidator retained possession of the property for the benefit of the company, he ought to pay rent, and the landlord had power to distrain. Now, in this case there were two points—first, was there any distress incidental to rent due in advance in the terms of the agreement for lease? In his opinion there was no power under the lease to distrain at all. Woodfall's Law of Landlord and Tenant (12th ed.), p. 383, laid down that "Distress is incident of common right to every rent-service properly so called." It is also necessarily incident by special reservation to every rent-charge." If this rent due in advance was an ordinary rent-service, the landlord had a right to distrain; but how could this be called an ordinary rent-service? The terms of the contract were that every month a whole year's rent should become due in advance; if £1,000 was due in March, and one month's rent was paid, £1,000 still was due in advance in April, and so on. Was distress incident at all to such a rent-service? He thought not. Distress was incident to rent-service properly so called, and by special reservation to every rent-charge. This was not like a case of liquidated damages agreed to be paid for the breach of a covenant not to plough up any of the ancient meadow or pasture ground, to be recovered by distress as for rent in arrear: Woodfall (12th ed.), p. 362. Upon the whole, he came to the conclusion, on the first point, that the lease gave no power to distrain at all. Secondly, what was the character of the occupation after the 4th of May, 1885? The parties signed the agreement for carrying on the business without prejudices to the rights of the parties; whatever the rights of the parties were then, they were to remain in statu quo. Now, was the occupation under the agreement, from the 4th of May downwards, for the sole benefit of the liquidator and his estate, so that rent ought to have been paid, or was it occupation for the joint benefit of him and the landlord, so that rent ought not to be paid? After June, 1885, the landlord kept the mill going to keep the machinery greased, and between the 4th of May and the 4th of June it was for the benefit of the landlord to keep the mill going for the same reason, and for the benefit of the liquidator to use up the raw material, by which he realised £708. The occupation, therefore, was for the joint benefit of both; it was not for the sole benefit of the liquidator, but for the joint benefit of the liquidator and the landlord. After the 4th of June the landlord went in and worked the machinery. In his lordship's opinion the landlord had no right to distrain, and the proceeds of the chattels would be paid to the liquidator. The motion must be dismissed, with costs.—COUNSEL, Marten, Q.C., and Emden; Bramwell Davis. SOLICITORS, Bolton, Robbins, & Busk, for Wilding & Son, Blackburn; Gregory, Rowcliffe, & Co.

WAY—OBSTRUCTION—LOCAL BOARD.—In the action of *The Hornsey Local Board v. Mounter*, before Smith, J., on the 3rd inst., the question arose as to

the right of a local board to erect posts across a subway under the Great Northern Railway, so as to stop vehicular traffic. The plaintiffs said that the arch was narrow and the incline steep, and the posts were placed there by them for the protection of the public. They could be opened by a key, and they had offered a key to the defendant, but their offer was refused. The defendant said that he owned land on both sides of the arch. The right of way under it was conveyed to him. There had been a gate there, but wide enough to allow vehicles to pass. The posts were a public nuisance. As for the danger, the arch was wider than, and not so steep as, Middle Temple-lane. The defendant had pulled the posts down. SMITH, J., said that this was an application of the plaintiffs for an injunction to restrain the defendant from pulling down some iron posts erected by them across an archway under the Great Northern Railway. The defendant contended that he had had a right of way for vehicles from the time that he bought the property. It was said that the posts were put up for the protection of the public, and could be unlocked with a key, one of which was offered to the defendant. He had refused the offer, and rightly, for to have accepted it would have been to admit that the plaintiffs were acting legally. Besides, he did not wish to have the trouble of unlocking and removing the posts each time his carts passed through. The posts were pulled down, and he should leave the matter *in statu quo*. The motion must be dismissed, with costs.—COUNSEL, Warrington, Q.C., and Lambert; Marten, Q.C., and Emden. SOLICITORS, Tatham & Son; Crowley, Son, & Terry.

## LEGAL APPOINTMENTS.

MR. HENRY BARGRAVE DEANE, barrister, who has been appointed Recorder of the Borough of Margate, in succession to Mr. Douglas Kingsford, deceased, is the only surviving son of Sir James Deane, Q.C., and was born in 1846. He was educated at Winchester and at Balliol College, Oxford, where he graduated third class in law and modern history in 1868. He was called to the bar at the Inner Temple in Michaelmas Term, 1870, and he practises on the South-Eastern Circuit and at the Kent Sessions. Mr. Deane was secretary to the Royal Commission on Wellington College, and he has been official of the Arch-deaconries of Rochester and St. Albans since 1876.

MR. NIGEL CHARLES ALFRED NEVILLE, barrister, who has been appointed Stipendiary Magistrate for the Borough of Wolverhampton, in succession to Mr. William Fenton Fletcher Boughey, resigned, is the only son of Mr. Thomas Neville, of Shenstone House, Staffordshire. He was born in 1848, and he was educated at St. John's College, Cambridge. He was called to the bar at the Inner Temple in Trinity Term, 1873, and he has practised on the Oxford Circuit and at the Staffordshire, Wolverhampton, and Lichfield Sessions.

MR. GEORGE HENRY FINCH, solicitor, of 39, Borough High-street, and of 4, Gipsy-hill, Norwood, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Surrey.

MR. THOMAS HOOD, solicitor (of the firm of Woodard & Hood), of 6, Billiter-street, and of Billericay and Southend, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. FREDERICK DE COURCY HAMILTON, solicitor, of Cardiff and Llandaff, has been appointed Secretary and Solicitor to the Cathays Workmen's Cottage Company. Mr. Hamilton was admitted a solicitor in 1878.

### DISSOLUTIONS OF PARTNERSHIPS, &c.

DOUGLAS HERON MARRABLE and ARCHIBALD CARRUTHERS, solicitors, (Hancock, Marrable, & Carruthers), No. 8A, New-inn, Strand. Aug. 31. [Gazette, Sept. 4.]

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

BLAENAU FESTINIOG COPPER AND FLOUR MILL COMPANY, LIMITED.—By an order made by A. L. Smith, J., dated Aug. 26, it was ordered that the voluntary winding up of the company be continued. Bolton and Co., Lincoln's Inn fields, solicitors for the petitioners.

LYDNEY AND WIGPOOL IRON ORE COMPANY, LIMITED.—Petition for winding up, presented Sept. 3, directed to be heard before the Vacation Judge, Royal Courts, on Tuesday, Sept. 22. Ellis and Co., St Swithin's lane, solicitors for the petitioner. [Gazette, Sept. 4.]

CALLAO BIS GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Sept. 5, directed to be heard before Smith J., on Tuesday, Sept. 22. Bladé and Munk, Clement's lane, solicitors for the petitioners. [Gazette, Sept. 8.]

#### FRIENDLY SOCIETIES DISSOLVED.

COURT RELIANCE, AUDENSHAW AND DENTON DISTRICT ANCIENT ORDER OF FORESTERS, Mechanics' Institution, Church st, Ashton under Lyne, Lancaster. Sept. 1.

LITTLE HAY FRIENDLY SOCIETY, Holly Bush Inn, Little Hay, Stafford. Sept. 1. LOYAL ST. GEORGE LODGE, ORDER OF ODD FELLOWS, MANCHESTER UNITY, Roe-buck Hotel, Greengates, Eccleshill, York. Sept. 1. TEDDINGTON WORKMEN'S CLUB BUILDING SOCIETY, LIMITED, Queen's rd, Teddington. Aug. 26. [Gazette, Sept. 4.]

LINTON FEMALE FRIENDLY SOCIETY, Odd Fellows' Hall, Linton Hill, Hereford. Sept. 8.

SIR THOMAS WHITE'S FRIENDLY SOCIETY, Rutland Coffeehouse, Humberston Gate, Leicester. Sept. 3

[Gazette, Sept. 8.]

SUSPENDED FOR THREE MONTHS.  
COURT MOSS ROSE, ANCIENT ORDER OF FORESTERS, Bridge Inn, Horwich, near Bolton, Lancaster. Aug. 31

[Gazette, Sept. 4.]

BOOTLE FRIENDLY SOCIETY, Cunard Hotel, Derby rd, Kirkdale, Liverpool. Sept. 3  
GENERAL FUNERAL SOCIETY, Belle Vue Inn, Tideswell, Sheffield. Sept. 3  
SIR ROWLAND STANLEY EERRINGTON LODGE, FRIENDLY SOCIETY, Angel Inn, Main st, Corbridge on Tyne, Northumberland. Sept. 3

[Gazette, Sept. 8.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER ESTATES IN CHANCERY.

#### LAST DAY OF PROOF.

DUCKWORTH, JOHN LAWRENCE, Wall Heath, near Dudley, Gent. Oct. 20. Duckworth v Spruce, Bacon, V.C. Flaker, Old Serjeants' Inn, Chancery lane  
FISH, JOHN, Blackpool, Lancaster, Pleasure Garden Proprietor. Sept. 25. Registrar, Manchester. Fish and Co., Manchester  
JENNINGS, JOHN, Old Kent rd, Gent. Sept. 11. Jennings v Jennings, Chitty, J. Eye, John st, Bedford row  
WILD, JOHN, Reddish, near Manchester. Innkeeper. Sept. 25. Wild v Denholm, Registrar, Manchester. Clayton and Wilson, Manchester

[Gazette, Aug. 18.]

PROCTER, GEORGE, Finsbury st. Oct. 3. Shearman v Procter, Chitty, J. Curtis, Old Jewry chmrs

[Gazette, Aug. 25.]

### CREDITORS UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

BRIDSON, SARAH JANE, Liverpool. Oct. 10. Smith and Son, Liverpool  
BUFT, FANNY, Bath, Butter Dealer. Oct. 31. Simmons and Co., Bath  
COOK, JOHN, Grundisburgh, Suffolk, Builder. Oct. 8. Moor, Woolbridge  
ELKINS, ALFRED, Cambridge terr, Hyde Park, Esq. Oct. 31. Burgoynes and Co, Oxford st  
ELTON, SIR ARTHUR HALLAM Bart, Cleveland Court, Somerset. Oct. 1. Osborne and Co, Bristol  
JOHNSON, EMMA, Highfield Hill, Upper Norwood. Sept. 30. Windeatt and Windeatt, Totnes, Devon  
OVENSTONE, PETER, Brompton rd, Baker. Oct. 10. Pooley, Sloane st  
PARFITT, MARY ANN, Bath, Butter Dealer. Oct. 31. Simmons and Co., Bath  
PARKIN, GEORGE LEEWIS, Park lane, Mayfair, Solicitor. Oct. 1. Parkin and Woodhouse, New sq  
PETTETT, GEORGE EDWARD, Cottage pl, Maidenstone Hill, Greenwich, Gent. Oct. 27. Bristol, London st, Greenwich  
SHARROCK, HUGH, Common Side, near Lytham, Lancaster, Farmer. Sept. 25. Clarke, Preston  
TEMPLE, REV. WILLIAM CHRISTOPHER, Burton Bradstock, Dorset. Oct. 1. Tucker, Junr, Bridport  
TURNER, CHARLES, Slough, Buckingham, Nurseryman. Oct. 5. Phillips and Randle Ford, Windsor  
TURNER, CHARLES PALMERSTON, Chatham, Army Surgeon. Oct. 14. Crick and Freeman, Maldon, Essex  
VINING, ROBERT, Liverpool, Merchant. Oct. 1. Whitley and Co, Liverpool  
WELCH, ANN, Birmingham. Sept. 30. Parr, Birmingham  
WELCH, JOHN, Birmingham, Die Sinker. Sept. 30. Parr, Birmingham

[Gazette, Sept. 1.]

## LONDON GAZETTES.

### THE BANKRUPTCY ACT, 1883.

#### FRIDAY, Sept. 4, 1885.

##### RECEIVING ORDERS.

ARMSTRONG, THOMAS, Pontardulais, Glamorganshire, Tailor. Swansea. Pet Aug. 20  
ORD. SEPT. 2. EXAM OCT. 14.  
BANNISTER, JOHN, Matlock, Derbyshire, Plumber. Derby. Pet Aug. 31. Ord. Aug. 31. EXAM OCT. 24.  
BLITCHELL, ALFRED, Kirkburton, Yorks, Butcher. Huddersfield. Pet Sept. 1. Ord. Sept. 1. EXAM OCT. 22 AT 11.  
BROWN, JAMES, Bristol, Hat Manufacturer. Bristol. Pet Sept. 1. Ord. Sept. 1. EXAM OCT. 9.  
CARTER, HARRIET, ELLAND, YORKS, Woollen Manufacturer. HALIFAX. Pet Aug. 28. ORD. AUG. 29. EXAM OCT. 20.  
CHAULKLEY, WILLIAM, STEVENAGE, HERTFORDSHIRE, CORN MERCHANT. LUTON. Pet Aug. 29. Pet Aug. 31. EXAM SEPT. 24 AT 11, AT COURT HOUSE, LUTON.  
CHURCH, PHILIP, FILKINS, OXFORDSHIRE, INNKEEPER. OXFORD. Pet Sept. 1. Ord. Sept. 1. EXAM SEPT. 17 AT 12.  
CHURCHER, ALFRED, SWAN YARD, STOCKWELL RD, CAB PROPRIETOR. HIGH COURT. Pet Sept. 1. Ord. Sept. 1. EXAM OCT. 13 AT 11, AT 34, LINCOLN'S INN FIELDS.  
DAVIES, JOSEPH, PRESTON, LANCASHIRE, CABINET MAKER. PRESTON. Pet Aug. 31. Ord. Aug. 31. EXAM SEPT. 25.  
DAVIS, JOE, AND EDWIN THOMAS PEARCE, MARCH, CAMBRIDGESHIRE, GROCERS. PETERBOROUGH. Pet Aug. 31. Ord. Aug. 31. EXAM SEPT. 25.  
DELL, JOHN THOMAS, GLOBE RD, MILE END, STEPNEY, HOSIER. HIGH COURT. Pet Sept. 1. Ord. Sept. 1. EXAM OCT. 13 AT 11, AT 34, LINCOLN'S INN FIELDS.  
GLEDDILL, JOSEPH, YATES, BRADFORD, YORKS, PROVISION DEALER. BRADFORD. Pet Aug. 27. Ord. Aug. 28. EXAM OCT. 20 AT 12.  
GREGORY, WILLIAM HENRY, APPERSHORPE, NORTHAMPTONSHIRE, FARMER. PETERBOROUGH. Pet Sept. 2. Ord. Sept. 2. EXAM SEPT. 23 AT 1.  
HANBURY, CHARLES, WEST BRIGHTON, GENTLEMAN. BRIGHTON. Pet July 22. Ord. Aug. 25. EXAM SEPT. 24 AT 12.  
HEADY, WILLIAM, DUNSTABLE, BEDFORDSHIRE, STONE MASON. LUTON. Pet Aug. 27. Ord. Aug. 31. EXAM SEPT. 24 AT 2, AT COURT HOUSE, LUTON.  
HEMSLEY, H. C., KETTERING, NORTHAMPTONSHIRE, BOOT MANUFACTURER. NORTHAMPTON. Pet Aug. 27. Ord. Aug. 31. EXAM OCT. 13.  
HERRING, ROBERT, SUNDERLAND, BEERHOUSE KEEPER. SUNDERLAND. Pet Sept. 1. Ord. Sept. 1. EXAM OCT. 8.  
JACKSON, HENRY, THREWALL, WEST INDIA DOCK RD, SHIP CHANDLER. HIGH COURT. Pet Aug. 25. Ord. Aug. 31. EXAM OCT. 23 AT 11.30, AT 34, LINCOLN'S INN FIELDS.  
LAWRENCE, CHARLES, LEEDS, YORKS, CONFECTIOMER. LEEDS. Pet Sept. 2. Ord. Sept. 2. EXAM SEPT. 23 AT 11.  
MADGE, EDMUND, BETHNAL GREEN RD, CARMAN. HIGH COURT. Pet Sept. 1. Ord. Sept. 2. EXAM OCT. 20 AT 11, AT 34, LINCOLN'S INN FIELDS.

- Morton, Paul, Scarborough, Grocer. Scarborough. Pet Aug 31. Ord Aug 31. Exam Oct 20 at 12.  
 Newman, William, Birmingham, Ivory Button Manufacturer. Birmingham. Pet Aug 19. Ord Sept 2. Exam Oct 5.  
 Petty, George Smith, and James Bailey, Nottingham, General Dealers. Nottingham. Pet Sept 1. Ord Sept 1. Exam Oct 20.  
 Reynolds, Robert, and Francis Charles Reynolds, Rock Ferry, Cheshire, Grocers. Birkenhead. Pet Sept 1. Ord Sept 1. Exam Sept 14.  
 Robertson, Samuel, Bourne, Lincolnshire, Clerk in Holy Orders, M.A., High Court. Pet Aug 7. Ord Aug 25. Exam Oct 23 at 11, at 34, Lincoln's Inn fields.  
 Robinson, Thomas, West Hartlepool, Bricklayer. Sunderland. Pet Aug 27. Ord Aug 29. Exam Oct 8.  
 Rudkin, Henry, jun., Uxbridge rd, Shepherd's Bush, Upholsterer. High Court. Pet Aug 31. Ord Aug 31. Exam Oct 13 at 11, at 34, Lincoln's Inn fields.  
 Ruff, Frederick John, Cheltenham, Fishmonger. Cheltenham. Pet Sept 2. Ord Sept 2. Exam Oct 2 at 12.  
 Thompson, Richard, and Isaac Alfred Thompson, Bilston, Staffordshire, Engineers. Wolverhampton. Pet Sept 1. Ord Sept 1. Exam Sept 29.  
 Watson, Peter, Northwich, Cheshire, Ironmonger. Nantwich and Crewe. Pet Sept 1. Ord Sept 2. Exam Oct 13 at 2, at Nantwich.
- RECEIVING ORDER RESCINDED.**
- Owen, Richard, Machynlleth, Montgomeryshire, Timber Merchant. Aberystwith. Rec Ord May 30. Rescind Aug 31.
- FIRST MEETINGS.**
- Alley, Thomas Edward, Cambridge rd, Whitechapel, Glass Dealer. Sept 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Armstrong, Thomas, Pontardulais, Glamorganshire, Tailor. Sept 15 at 11. 6, Rutland st, Swansea.  
 Bannister, John, Matlock, Derbyshire, Plumber. Sept 11 at 2.30. Official Receiver, St James's chbrs, Derby.  
 Barker, Alfred Horatio, Boston, Lincolnshire, Draper. Oct 8 at 12. Official Receiver, 48, High st, Boston.  
 Blitcliffe, Alfred, Kirkburton, Yorkshire, Butcher. Sept 18 at 11. Official Receiver, New st, Huddersfield.  
 Bonsall, John Henry, Sheffield, Hay Dealer. Sept 14 at 2. Official Receiver, Figgtree lane, Sheffield.  
 Bunting, W. G., otherwise W. G. de Bunting, Penywern rd, Earl's Court, Fancy Box Manufacturer. Sept 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Burne, Matthew, and Frederick Tomlin, Seymour pl, Marylebone, Glass Dealers. Sept 14 at 12. 33, Carey st, Lincoln's Inn.  
 Burstall, Edward John, Downton, Wiltshire, Gent. Sept 11 at 3. Official Receiver, Salisbury.  
 Carter, Harriet, Elland, Yorkshire, Woollen Manufacturer. Sept 12 at 10.30. Official Receiver, Townhall chbrs, Halifax.  
 Chalkley, William, Stevenage, Hertfordshire, Corn Merchant. Sept 14 at 12. Sun Hotel, Itchen, Herts.  
 Cooper, Charles, Brynmawr, Breconshire, Boot Dealer. Sept 11 at 3. Official Receiver, Merthyr Tydfil.  
 Cox, James Henry, St James's rd, Old Kent rd, Plumber. Sept 14 at 1. 33, Carey st, Lincoln's Inn.  
 Craig, Robert, Bradford, Yorkshire, Jeweller. Sept 11 at 12. Official Receiver, 31, Manor row, Bradford.  
 Davies, Joseph, Preston, Lancashire, Cabinetmaker. Sept 14 at 3.15. Official Receiver, Ogden's chbrs, Bridge st, Manchester.  
 Davis, Joe, and Edwin Thomas Pearce, March, Cambridgeshire, Grocers. Sept 14 at 12. County Court, Peterborough.  
 Evans, Thomas, Tredegar, Monmouth, Grocer. Sept 11 at 12. Official Receiver, Merthyr Tydfil.  
 Gleibhill, Joseph Yates, Bradford, Yorkshire, Provision Dealer. Sept 11 at 11. Official Receiver, 31, Manor row, Bradford.  
 Hardnen, John Edward, St Dunstan's, nr Canterbury, Wheelwright. Sept 11 at 3.30. 32, St George's st, Canterbury.  
 Headley, William, Dunstable, Bedfordshire, Stonemason. Sept 12 at 11. Official Receiver, 29, Park st, West, Luton.  
 Henderson, Morris, Liverpool, Cotton Broker. Sept 15 at 2. Official Receiver, 25, Victoria st, Liverpool.  
 Hinsley, Robert, Carlton, nr Selby, Yorkshire, Wheelwright. Sept 15 at 1. Official Receiver, Blake st, York.  
 Hutchinson, Mark, Bread st. Sept 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn.  
 Irish, William Edwin, Sunderland, Electrical Engineer. Sept 11 at 11. Law Society, 32, John st, Sunderland.  
 Jones, Evan, Llanyssyl, Carmarthenshire, Shopkeeper. Sept 11 at 11. Official Receiver, 11, Quay st, Carmarthen.  
 Lewis, John, Cymmer, nr Maesteg, Glamorganshire, Grocer. Sept 11 at 10.30. Castle Hotel, Neath.  
 Lundy, Joseph, Sheffield, Watchmaker. Sept 14 at 3. Official Receiver, Figgtree Lane, Sheffield.  
 Major, George, Blackburn, Lancashire, Professor of Music. Sept 11 at 3.30. County Court House, Blackburn.  
 Mingay, Alfred Halton, Crewe, Coal Merchant. Oct 13 at 12. 152, Hospital st, Nantwich.  
 Morton, Paul, Scarborough, Grocer. Sept 14 at 11.30. Official Receiver, 74, Newborough st, Scarborough.  
 Murrell, George, Walthamstow, Essex, Furniture Dealer. Sept 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Postlethwaite, A. P., Queen Victoria st, Engineer and Metal Broker. Sept 16 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Potter, John, Tollerton, Yorkshire, Farmer. Sept 22 at 12. Official Receiver, 17, Blake st, York.  
 Prince, George, Holland st, Blackfriars rd, Lawn Tennis Racquet Maker. Sept 14 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Reynolds, Robert, and Francis Charles Reynolds, Rock Ferry, Cheshire, Grocers. Sept 14 at 12.30. Official Receiver, 48, Hamilton sq, Birkenhead.  
 Richards, William John, Newport, I.W., Accountant. Sept 11 at 12. Mr. Thornton Toop d, 16, St Swithin's lane.  
 Rutherford, North, Rectory rd, Hackney. Sept 14 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.  
 Scrapp, William John, Nantwich, Cheshire, Wheelwright. Oct 13 at 11.30. 152, Hospital st, Nantwich.  
 Thompson, Richard, and Isaac Alfred Thomson, Bilston, Staffordshire, Engineers. Sept 18 at 3.30. Official Receiver, St Peter's close, Wolverhampton.  
 Webster, Henry, and William Webster, Dewsbury, Yorkshire, Machine Makers. Sept 11 at 3. Official Receiver, Bank chbrs, Batley.  
 White, Elizabeth, and Alexander Templeton, Middleborough, Contractors. Sept 11 at 11. Official Receiver, 8, Albert rd, Middleborough.  
 Winter, George, Instow, Devonshire, Gent. Sept 11 at 10.15. Mr. George Otton, the Strand, Barnstaple.
- AUDICTIONS.**
- Beattie, William Henry, Newcastle on Tyne, Licensed Victualler. Newcastle on Tyne. Pet Aug 19. Ord Sept 1.  
 Blitcliffe, Alfred, Kirkburton, Yorks, Butcher. Huddersfield. Pet Sept 1. Ord Sept 1.  
 Bontor, Herbert John, Chiswick, Salesman to an Upholsterer. Brentford. Pet Aug 6. Ord Sept 2.  
 Burrows, John, Liverpool, Outfitter. Liverpool. Pet Aug 25. Ord Aug 21.
- Carter, Harriet, Elland, Yorks, Woollen Manufacturer. Halifax. Pet Aug 25. Ord Sept 1.  
 Churcher, Alfred, Stockwell ead, Surrey, Cab Proprietor. High Court. Pet Sept 1. Ord Sept 2.  
 Cooper, Charles, Brynmawr, Brecon, Boot Dealer. Tredegar. Pet Aug 25. Ord Sept 1.  
 Cumberland, Joseph, Nottingham, Mineral Water Manufacturer. Nottingham. Pet Aug 20. Ord Sept 1.  
 Dell, John Thomas, Globe rd, Mile End, Stepney, Hosier. High Court. Pet Sept 1. Ord Sept 1.  
 Dicks, Leopold, Bishopsgate st Without, Merchant Tailor. High Court. Pet Aug 18. Ord Sept 2.  
 Emery, Harry Arthur, Houndsditch, Fancy Goods Importer. High Court. Pet Aug 8. Ord Sept 2.  
 Evans, Charles, Sandwich, Kent, Licensed Victualler. Canterbury. Pet Aug 12. Ord Aug 23.  
 Evans, Thomas, Tredegar, Mon., Grocer. Tredegar. Pet Aug 27. Ord Aug 31.  
 Goldstein, Jacob, Kingston upon Hull, Cabinet Maker. Kingston upon Hull. Pet Aug 12. Ord Sept 2.  
 Gregory, William Henry, Apethorpe, Northamptonshire, Farmer. Peterborough. Pet Sept 2. Ord Sept 2.  
 Gunner, Charles Henry, Shipton Bellinger, nr Andover, Baker. Salisbury. Pet July 28. Ord Sept 1.  
 Hardy, Thomas Wilcox, Samuel Thomas Hardy, William Joseph Hardy, and Richard Doughty Hardy, Moorgate st, Brick Manufacturers. High Court. Pet July 9. Ord Sept 1.  
 Hemsley, H. C., Kettering, Boot Manufacturer. Northampton. Pet Aug 13. Ord Aug 31.  
 Huey, George, Poole, Dorsetshire, Builder. Poole. Pet Aug 15. Ord Sept 1.  
 James, John, Leadgate, Durham, out of business. Newcastle on Tyne. Pet Aug 18. Ord Aug 31.  
 King, Thomas Charles, Lewisham, Kent, Auctioneer. Greenwich. Pet July 10. Ord Sept 2.  
 Martin, James, Pemberton rd, Upper Holloway. High Court. Pet June 26. Ord Sept 2.  
 McDonald, William Stopani, Leeds, Seedsman. Leeds. Pet July 28. Ord Aug 31.  
 McKinnell, John, Kirkandrews on Eden, Cumberland, Farmer. Carlisle. Pet Aug 17. Ord Aug 31.  
 Ovenden, George Thomas, St. Dunstan's, Canterbury, Carpenter. Canterbury. Pet Aug 15. Ord Aug 29.  
 Parfitt, George, Cramond, Hampshire, Builder. Guildford and Godalming. Pet Aug 1. Ord Sept 1.  
 Richardson, Charles, Great Grimsby, Printer. Great Grimsby. Pet Aug 25. Ord Sept 1.  
 Ridings, James, Castle st, Falcon sq, Warehouseman. High Court. Pet May 18. Ord Sept 1.  
 Smith, Beauchamp, High st, Ealing, Provision Dealer. Brentford. Pet Aug 5. Ord Sept 2.  
 Studwell, William, Stamford, Lincolnshire, Tailor. Peterborough. Pet Aug 21. Ord Aug 31.  
 Thorpe, Oliver, Chapel Town, nr Sheffield, Plainer. Barnsley. Pet April 28. Ord May 21.  
 Watts, Caleb, Haverfordwest, Road Surveyor. Pembroke Dock. Pet Aug 6. Ord Sept 1.  
 Wegener, Ulrik A., Chesilston rd, Walham Green, Foreign Banker's Clerk. High Court. Pet Aug 7. Ord Aug 31.  
 Woods, William Aron, Alvediston, Wilts, Clerk in Holy Orders. Salisbury. Pet Aug 13. Ord Sept 1.
- TUESDAY, Sept. 8, 1885.
- RECEIVING ORDERS.**
- Abrahams, John, Denmark st, Soho, Coal Merchant. High Court. Pet Aug 25. Ord Sept 4. Exam Oct 20 at 11 at 34, Lincoln's Inn fields.  
 Abrahams, Moses, Manchester, Fent Dealer. Manchester. Pet Aug 21. Ord Sept 4. Exam Oct 5 at 11.  
 Baker, Charles George, Hawkwood cum Wilton, Norfolk, Baker. Norwich. Pet Sept 5. Ord Sept 5. Exam Oct 5 at 12 at Shorehall, Norwich Castle.  
 Brown, Henry Wilson, Portinscale, nr Keswick, Cumberland, Innkeeper. Cockermouth and Workington. Pet Sept 4. Ord Sept 4. Exam Sept 21 at 3.30 at Court house, Cockermouth.  
 Byard, Joseph, Bath, Hay Dealer. Bath. Pet Aug 26. Ord Sept 4. Exam Sept 17.  
 Clark, Herbert Horace Leopold, Bradford, Yorks, Draper. Bradford. Pet Sept 2. Ord Sept 2. Exam Oct 20 at 12.  
 Comber, Thomas James, Ludgate hill, Worthing Jeweller. High Court. Pet Sept 5. Ord Sept 5. Exam Oct 23 at 11.30 at 34, Lincoln's Inn fields.  
 Cooke, William Augustine, Wolverhampton, Agent for Patent Puddling Furnaces. Pet Sept 2. Ord Sept 4. Exam Sept 29.  
 Crocker, Charles, Wyke Regis, Dorsetshire, Blacksmith. Dorchester. Pet Sept 3. Ord Sept 3. Exam Sept 17 at 12.30 at County hall, Dorchester.  
 Crouch, Henry Richard, Leeds, out of business. Leeds. Pet Sept 3. Ord Sept 3. Exam Sept 29 at 11.  
 Featherstone, Bell, Scarborough, Florist. Scarborough. Pet Sept 3. Ord Sept 3. Exam Oct 20 at 12.  
 Grant, Christopher, Bedford, Tailor. Bedford. Pet Sept 4. Ord Sept 4. Exam Sept 17.  
 Hudson, Alfred, Hatton garden, Optician. High Court. Pet Sept 2. Ord Sept 2. Exam Oct 20 at 11 at 34, Lincoln's Inn fields.  
 Hunter, William, Aston, nr Birmingham, Coal Dealer. Birmingham. Pet Sept 5. Ord Sept 5. Exam Oct 6.  
 Jones, Edward, Bettws, nr Abergavenny, Denbighshire, Grocer. Bangor. Pet Sept 4. Ord Sept 4. Exam Oct 5 at 12.30.  
 Legg, Douglas, Rochester, Grocer. Rochester. Pet Aug 8. Ord Sept 3. Exam Sept 28 at 2.  
 Legg, William, Kingston on Thames, Greengrocer. Kingston, Surrey. Pet Sept 4. Ord Sept 5. Exam Oct 16 at 4.30.  
 McLaren, Alexander, Castlemills, Barnes, High Court. Pet July 17. Ord Sept 4. Exam Oct 20 at 11 at 34, Lincoln's Inn fields.  
 Miller, Joseph Watson, South Shields, Builder. Newcastle on Tyne. Pet Aug 22. Ord Sept 3. Exam Sept 17.  
 Naegeli, Arnold, and Gerhard Lies, Knightbridge st, St. Paul's, Merchants. High Court. Pet Sept 4. Ord Sept 4. Exam Oct 20 at 11 at 34, Lincoln's Inn fields.  
 Newman, Thomas, Chalford, Gloucestershire, Corn Dealer. Gloucester. Pet Sept 3. Ord Sept 4. Exam Oct 6.  
 Noah, Robert Phillips, Alexandra rd, St. John's Wood, Financial Agent. High Court. Pet Dec 4. Ord Aug 18. Exam Oct 23 at 11.30 at 34, Lincoln's Inn fields.  
 Partridge, William, Brierley Hill, Staffordshire, Carpenter. Stourbridge. Pet Sept 5. Ord Sept 5. Exam Sept 18 at 11.30.  
 Pearson, John, Buxton, Derbyshire, Fishmonger. Stockport. Pet Sept 2. Ord Sept 3. Exam Oct 9 at 12 at Court house, Stockport.  
 Rees, Rees, Treorkey, Glamorganshire, Draper. Pontypridd. Pet Sept 3. Ord Sept 5. Exam Sept 29 at 2.  
 Rogers, Thomas, and George Hubbard, Eastbourne, Builders. Lewes and Eastbourne. Pet Sept 3. Ord Sept 3. Exam Oct 2 at 11.30.  
 Ryan, George, St. Benet pl, Wine Merchant. High Court. Pet Sept 2. Ord Sept 2. Exam Oct 20 at 11 at 34, Lincoln's Inn fields.  
 Scott, Henry, Kidderminster, Timber Merchant. Kidderminster. Pet Aug 31. Ord Aug 31. Exam Sept 18 at 2.40 at T. wharf, Kidderminster.  
 Smith, J. H., High st, Godalming, Tobaccocon. Guildford and Godalming. Pet Aug 12. Ord Sept 5. Exam Oct 29 at 2 at Townhall, Guildford.

Smith, Philip, Manchester, Manufacturers' Agent. Manchester. Pet Aug 25. Ord Sept 4. Exam Oct 6 at 11.  
 Stables, Joseph, Manchester, Provision Dealer. Manchester. Pet July 22. Ord Sept 4. Exam Oct 5 at 11.  
 Taylor, Joseph, Eccleshill, Yorks, Coal Merchant. Bradford. Pet Sept 8. Ord Sept 3. Exam Oct 20 at 12.  
 Tetlow, Esther, Oldham, Lancashire, Outfitter. Oldham. Pet Sept 5. Ord Sept 5. Exam Oct 6 at 12.30.  
 Ward, Thomas, Oldham, Lancashire, Estate Agent. Oldham. Pet Aug 26. Ord Sept 4. Exam Oct 6 at 12.  
 Wheeler, Thomas James, Hatcliffe st, East Greenwich, Builder. Greenwich. Pet Sept 3. Ord Sept 3. Exam Oct 23.  
 Woodley, James, London rd, Enfield, Merchant's Clerk. Edmonton. Pet Aug 19. Ord Sept 4. Exam Sept 29 at 1 at Court house, Edmonton  
 The following amended notice is substituted for that published in the London Gazette of Sept 1, 1885.

Issac, John, Sketty, nr Swansea, Builder. Swansea. Pet June 24. Ord July 20. Exam Oct 14.

## FIRST MEETINGS.

Brown, James, Bristol, Hat Manufacturer. Sept 15 at 12.30. Official Receiver, Bank chbrs, Bristol.  
 Burrows, John, Liverpool, Outfitter. Sept 16 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Byard, Joseph, Bath, Hay Dealer. Sept 17 at 10.45. High Bailiff, York st, Bath.  
 Church, Philip, Elkins, Oxfordshire, Innkeeper. Sept 15 at 3. Official Receiver, 1, St Aldates, Oxford.  
 Clark, Herbert Horace Leopold, Bradford, York, Draper. Sept 16 at 11. Official Receiver, 31, Manor row, Bradford.  
 Cooke, William Augustine, Wolverhampton, Staffordshire, Agent for Patent Pudding Furnaces. Sept 18 at 4.30. Official Receiver, Peter's close, Wolverhampton.  
 Crocker, Charles, Wyke Regis, Dorsetshire, Blacksmith. Sept 17 at 12. Ante-lope Hotel, Dorchester.  
 Crouch, Henry Richard, Leeds, out of business. Sept 17 at 11. Official Receiver, 31 Andrew's chbrs, 22, Park row, Leeds.  
 Dore, Walter, Roseoe st, Buxton, Cabinet Maker. Sept 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Fartherstone, Bell, Scarborough, Florist. Sept 16 at 11.30. Official Receiver, 74, Newborough st, Scarborough.  
 Gregory, William Henry, Apethorpe, Northamptonshire, Farmer. Sept 16 at 12. County Court, Peterborough.  
 Hanbury, Charles, West Brighton, Gent. Sept 15 at 12. Official Receiver, 39, Bond st, Brighton.  
 Henderson, S. and Co., Liverpool, Shipbrokers. Sept 16 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Heron, Thomas, Holborn viaduct, Gas Engineer. Sept 16 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Herring, Robert, Sunderland, Beerhouse Keeper. Sept 15 at 11.30. Official Receiver, 21, Fawcett st, Sunderland.  
 Jones, Edward, Bettws, nr Abergel, Grocer. Sept 18 at 2. Official Receiver, Victoria st, Liverpool.  
 Kerton, Richard, London news, London st, Tottenham court rd, Manufacturing Upholsterer. Sept 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Lawrence, Charles, Leeds, Confectioner. Sept 16 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds.  
 Legg, Douglas, Rochester, Grocer. Sept 17 at 11.30. Official Receiver, Eastgate, R-chester.  
 Manning, William Thomas, Victoria st, Westminster, Solicitor. Sept 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Miller, Joseph Watson, South Shields, Builder. Sept 17 at 2.30. Official Receiver, Newcastle on Tyne.  
 Newman, William, Birmingham, Ivory Button Manufacturer. Sept 21 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham.  
 Pearson, John, Buxton, Derbyshire, Fishmonger. Sept 17 at 3. Official Receiver, County chbrs, Market pl, Stockport.  
 Peary, William, Sunderland, Licensed Victualler. Sept 17 at 11.30. Official Receiver, 21, Fawcett st, Sunderland.  
 Robinson, Thomas, West Hartlepool, Bricklayer. Sept 15 at 4. Royal Hotel, West Hartlepool.  
 Ruff, Frederick John, Cheltenham, Fishmonger. Sept 15 at 4.30. County Court, Cheltenham.  
 Scott, Henry, Kidderminster, Timber Merchant. Sept 18 at 2.20. Roden and Dawes, Solicitors, Kidderminster.  
 Sharman George, Gt Yarmouth, Picture Dealer. Sept 15 at 4.15. Mr. Lovewell Blake, South Quay, Great Yarmouth.  
 Stead, William Henry, Hereford, Timber Merchant. Sept 18 at 2.30. Official Receiver, 2, Offa st, Hereford.  
 Taylor, Joseph, Eccleshill, Yorks, Coal Merchant. Sept 16 at 12. Official Receiver, 31, Manor row, Bradford.  
 Trett, Edwin Samuel, Gt Yarmouth, Licensed Victualler. Sept 15 at 11. Official Receiver, 8, King st, Norwich.  
 Ward, Thomas, Oldham, Lancashire, Estate Agent. Sept 18 at 3. Official Receiver, Union chbrs, Priory st, Oldham.  
 Watson, Peter, Northwich, Cheshire, Ironmonger. Sept 16 at 1.15. Royal Hotel, Crewe.  
 Wheeler, Arthur, Oxford, Auctioneer. Sept 16 at 11. Official Receiver, 1, Saint Aldates, Oxford.  
 Willett, William Henry, Cefn, Brecknockshire, Architect. Sept 17 at 2.30. Official Receiver, 2, Offa st, Hereford.

The following amended notice is substituted for that published in the London Gazette of Aug. 25, 1885.

Morgan, John, Birmingham, Timber Merchant. Sept 15 at 11. Official Receiver, Birmingham.

## SCHWEITZER'S COCOATINA

Anti-Dyspeptic Cocoa or Chocolate Powder. Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted. The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

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**ADJUDICATIONS.**  
 Askew, John, Sandal, Yorks, Waterman, Wakefield. Pet Aug 19. Ord Sept 3. Beedell, Robert Walter, Wallington, Nurseryman. Croydon. Pet Aug 15. Ord Sept 5. Bunting, W. G., Penywern rd, Earl's Et, Fancy Box Manufacturer. High Court. Pet July 10. Ord Sept 4. Calvert, George, Tadcaster, Yorks, Watchmaker. York. Pet Aug 18. Ord Sept 3. Campbell, John, Monson rd, Redhill, Builder. Croydon. Pet Aug 21. Ord Sept 4. Clark, Herbert Horace Leopold, Bradford, Yorks, Draper. Bradford. Pet Sept 2. Ord Sept 3. Craig, Robert, Bradford, Yorks, Jeweller. Bradford. Pet Aug 26. Ord Sept 4. Crouch, Henry Richard, Leeds, out of business. Leeds. Pet Sept 3. Ord Sept 4. Dorner, Edward, Balham, Builder. Wandsworth. Pet July 21. Ord Sept 3. Fleming, William, Penarth, Glamorganshire, Outfitter. Cardiff. Pet Aug 8. Ord Sept 2. Flude, John, Salt, nr Stafford, Joiner. Stafford. Pet Aug 15. Ord Sept 3. Godly, John Herbert, East Grinstead, Sussex, Builder. Tunbridge Wells. Pet Aug 21. Ord Sept 5. Gurney, Godfrey Charles, New Broad st, High Court. Pet June 8. Ord Sept 4. Hargreaves, John, Bolton, Lancashire, Draper. Bolton. Pet Aug 7. Ord Sept 3. Henderson, Morris, Liverpool, Cotton Broker. Liverpool. Pet Aug 13. Ord Sept 4. Holmes, George, Street, Somersethire, Grocer. Wells. Pet Aug 13. Ord Sept 5. Inskip, Daniel, and Frederick Thomas Inskip, Dilforne, Staffordshire, Builders. Stoke upon Trent and Longton. Pet Aug 19. Ord Sept 5. Johnson, Frederick John, Etherow st, Barry rd, East Dulwich, Builder. High Court. Pet July 16. Ord Sept 5. Jones, Edward, Abergel, Denbighshire, Grocer. Bangor. Pet Sept 4. Ord Sept 4. King, Charles Henry, and John Abel, Plymouth, Grocers. East Stonehouse. Pet Aug 6. Ord Sept 5. Lawrence, Charles, Leeds, Confectioner. Leeds. Pet Sept 2. Ord Sept 4. Madge, Edmund, Bethnal Green rd, Carman. High Court. Pet Sept 1. Ord Sept 4. Mann, Alfred John, Marlborough rd, Bedford pk, Turnham Green, Lime Merchant. High Court. Pet July 28. Ord Sept 5. Marratt, Thomas Arthur, Pocklington, Yorks, Grocer. York. Pet July 29. Ord Sept 3. Martindale, Frances, Sevenoaks, Widow. East Stonehouse. Pet Aug 7. Ord Sept 3. Okell, George, and Henry Okell, Ashton under Lyne, Cabinet Makers. Ashton under Lyne and Stalybridge. Pet Aug 22. Ord Sept 4. Palmer, Richard William, Chelmsford, Rag Merchant. Chelmsford. Pet Sept 1. Ord Aug 31. Papayannas, Michael George, Liverpool, Steamship Agent. Liverpool. Pet July 28. Ord Sept 4. Pearson, John, Buxton, Derbyshire, Fishmonger. Stockport. Pet Sept 2. Ord Sept 3. Reynolds, Robert, and Francis Charles Reynolds, Rock Ferry, Cheshire, Grocers. Birkenhead. Pet Sept 1. Ord Sept 3. Riddin, Henry, jun., Uxbridge rd, Shepherd's Bush, Upholsterer. High Court. Pet Aug 31. Ord Sept 7. Scott, Henry, Kidderminster, Timber Merchant. Kidderminster. Pet Aug 31. Ord Sept 2. Shuttlebottom, Samuel, Stoke on Trent, Tailor. Stoke upon Trent and Longton. Pet June 24. Ord Sept 5. Smith, J. H., High st, Godalming, Guildford and Godalming. Pet Aug 12. Ord Sept 5. Stone, Joseph Henry, Junction rd, Holloway, Butcher. High Court. Pet Aug 4. Ord Sept 5. Sudall, Robert, Oswaldtwistle, Dealer in Musical Instruments. Blackburn. Pet Aug 18. Ord Sept 3. Trott, John, Alne, nr Easingwold, Yorks, Grocer. York. Pet Aug 15. Ord Sept 3. Walls, John, Alne, nr Easingwold, Yorks, Grocer. York. Pet Aug 15. Ord Sept 3. Worthington, Charles, Walton on Thames, Coachbuilder. Kingston, Surrey. Pet June 19. Ord Sept 1. Yate, Thomas, Fairfield, Lancashire, Builder. Manchester. Pet July 28. Ord Sept 5.

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